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UNITED STATES DISTRICT COURT

DISTRICT OF ARIZONA

**Brandee Jones,**

Plaintiff,

v.

**Grand Canyon Ventures, LLC d/b/a  
Siderno Bakery, an Arizona Limited  
Liability Company; Vincenzo Stalteri  
and Jane Doe Stalteri, a Married Couple;  
Marco Stalteri and Jane Doe Staltero  
II, a married couple; Thomas J.  
McMahan and Jane Doe McMahan, a  
Married Couple; and Michael J. Shelton  
and Jane Doe Shelton, a Married Couple,**

Defendants.

No. \_\_\_\_\_

**COMPLAINT**

Plaintiff, Brandee Jones (“Plaintiff”), sues the Defendants, Grand Canyon Ventures, LLC d/b/a Siderno Bakery (“Defendant Grand Canyon Ventures, LLC”), Vincenzo Stalteri and Jane Doe Stalteri; Marco Stalteri and Jane Doe Stalteri II; Thomas J. McMahan and Jane Doe McMahan; and Michael J. Shelton and Jane Doe Shelton (collectively “Defendants” or “Siderno Bakery”) and alleges as follows:

**PRELIMINARY STATEMENT**

1  
2       1.       This is an action for unpaid wages, liquidated damages, attorneys’ fees,  
3 costs, and interest under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, et  
4 seq.; the Arizona Minimum Wage Act (“AMWA”), Arizona Revised Statutes (“A.R.S.”);  
5 and the Arizona Wage Act (“AWA”), A.R.S. Title 23, Chapter 8.  
6

7       2.       The FLSA was enacted “to protect all covered workers from substandard  
8 wages and oppressive working hours.” Barrentine v. Ark Best Freight Sys. Inc., 450 U.S.  
9 728, 739 (1981). Under the FLSA, employers must pay all non-exempt employees a  
10 minimum wage of pay for all time spent working during their regular 40-hour  
11 workweeks. See 29 U.S.C. § 206(a). Under the FLSA, employers must pay all non-  
12 exempt employees one and one-half their regular rate of pay for all hours worked in  
13 excess of 40 hours in a workweek. See 29 U.S.C § 207.  
14  
15

16       3.       The AMWA, A.R.S § 23-363, et seq., establishes a minimum wage within  
17 the State of Arizona.

18       4.       The AWA, A.R.S § 23-350, et seq., establishes the law regarding the  
19 payment of wages within the State of Arizona.  
20

**JURISDICTION AND VENUE**

21  
22       5.       This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 and  
23 29 U.S.C. § 201, *et seq.* because this civil action arises under the Constitution and law of  
24 the United States. This Court also has subject matter jurisdiction pursuant 28 U.S.C. §  
25 1367 because the state law claims asserted herein are so related to claims in this action  
26  
27

1 over which this Court has subject matter jurisdiction that they form part of the same case  
2 or controversy under Article III of the United States Constitution.

3 6. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(ii) because  
4 acts giving rise to the claims of Plaintiff occurred within the District of Arizona, and  
5 Defendants regularly conduct business in and have engaged in the wrongful conduct  
6 alleged herein – and, thus, are subject to personal jurisdiction in – this judicial district.  
7

8 **PARTIES**

9 7. At all material times, Plaintiff is an individual residing in Maricopa County,  
10 Arizona, and is a former employee of Defendants.  
11

12 8. At all material times, Defendant Grand Canyon Ventures, LLC was a  
13 corporation duly licensed to transact business in the State of Arizona. At all material  
14 times, Defendant Grand Canyon Ventures, LLC does business, has offices, and/or  
15 maintains agents for the transaction of its customary business in Maricopa County,  
16 Arizona.  
17

18 9. At all material times, Defendant Grand Canyon Ventures, LLC does  
19 business as “Siderno Bakery.”  
20

21 10. At all relevant times, Plaintiff was an employee of Defendant Grand  
22 Canyon Ventures, LLC. At all relevant times, Defendant Grand Canyon Ventures, LLC,  
23 acting through its agents, representatives, employees, managers, members, and/or other  
24 representatives had the authority to hire and fire employees, supervised and controlled  
25 work schedules or the conditions of employment, determined the rate and method of  
26 payment, and maintained employment records in connection with Plaintiff’s employment  
27

1 with Defendants. In any event, at all relevant times, Defendant Grand Canyon  
2 Ventures, LLC was an employer subject to the FLSA and employed Plaintiff.

3 11. Defendant Grand Canyon Ventures, LLC was an employer under the  
4 FLSA. The FLSA defines “employer” as any person who acts directly or indirectly in the  
5 interest of an employer in relation to an employee. Defendant Grand Canyon Ventures,  
6 LLC had the authority to hire and fire employees, supervised and controlled work  
7 schedules or the conditions of employment, determined the rate and method of payment,  
8 and maintained employment records in connection with Plaintiff’s employment with  
9 Defendants. As a person who acted in the interest Defendant Grand Canyon Ventures,  
10 LLC in relation to the company’s employees, Defendant Grand Canyon Ventures, LLC is  
11 subject to liability under the FLSA.

12 12. Defendants Vincenzo Stalteri and Jane Doe Stalteri are, upon information  
13 and belief, husband and wife. They have caused events to take place giving rise to this  
14 action as to which their marital community is fully liable. Defendants Vincenzo Stalteri  
15 and Jane Doe Stalteri are the owners of Defendant Grand Canyon Ventures, LLC and  
16 were at all relevant times Plaintiff’s employers as defined by the FLSA, 29 U.S.C. §  
17 203(d).

18 13. Under the FLSA, Defendants Vincenzo Stalteri and Jane Doe Stalteri are  
19 employers. The FLSA defines “employer” as any person who acts directly or indirectly  
20 in the interest of an employer in relation to an employee. Defendants Vincenzo Stalteri  
21 and Jane Doe Stalteri are the owners of Defendant Grand Canyon Ventures, LLC. They  
22 had the authority to hire and fire employees, supervised and controlled work schedules or  
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1 the conditions of employment, determined the rate and method of payment, and  
2 maintained employment records in connection with Plaintiff's employment with  
3 Defendants. As persons who acted in the interest of Defendants in relation to the  
4 company's employees, Vincenzo Stalteri and Jane Doe Stalteri are subject to individual  
5 liability under the FLSA.  
6

7 14. Defendants Marco Stalteri and Jane Doe Stalteri II are, upon information  
8 and belief, husband and wife. They have caused events to take place giving rise to this  
9 action as to which their marital community is fully liable. Defendants Marco Stalteri and  
10 Jane Doe Stalteri II are the owners of Defendant Grand Canyon Ventures, LLC and were  
11 at all relevant times Plaintiff's employers as defined by the FLSA, 29 U.S.C. § 203(d).  
12

13 15. Under the FLSA, Defendants Marco Stalteri and Jane Doe Stalteri II are  
14 employers. The FLSA defines "employer" as any person who acts directly or indirectly  
15 in the interest of an employer in relation to an employee. Defendants Marco Stalteri and  
16 Jane Doe Stalteri II are the owners of Defendant Grand Canyon Ventures, LLC. They  
17 had the authority to hire and fire employees, supervised and controlled work schedules or  
18 the conditions of employment, determined the rate and method of payment, and  
19 maintained employment records in connection with Plaintiff's employment with  
20 Defendants. As persons who acted in the interest of Defendants in relation to the  
21 company's employees, Marco Stalteri and Jane Doe Stalteri II are subject to individual  
22 liability under the FLSA.  
23  
24

25 16. Defendants Thomas J. McMahan and Jane Doe McMahan are, upon  
26 information and belief, husband and wife. They have caused events to take place giving  
27

1 rise to this action as to which their marital community is fully liable. Defendants Thomas  
2 J. McMahan and Jane Doe McMahan are the owners of Defendant Grand Canyon  
3 Ventures, LLC and were at all relevant times Plaintiff's employers as defined by the  
4 FLSA, 29 U.S.C. § 203(d).

5  
6 17. Under the FLSA, Defendants Thomas J. McMahan and Jane Doe McMahan  
7 are employers. The FLSA defines "employer" as any person who acts directly or  
8 indirectly in the interest of an employer in relation to an employee. Defendants Thomas  
9 J. McMahan and Jane Doe McMahan are the owners of Defendant Grand Canyon  
10 Ventures, LLC. They had the authority to hire and fire employees, supervised and  
11 controlled work schedules or the conditions of employment, determined the rate and  
12 method of payment, and maintained employment records in connection with Plaintiff's  
13 employment with Defendants. As persons who acted in the interest of Defendants in  
14 relation to the company's employees, Thomas J. McMahan and Jane Doe McMahan are  
15 subject to individual liability under the FLSA.  
16  
17

18 18. Defendants Michael J. Shelton and Jane Doe Shelton are, upon information  
19 and belief, husband and wife. They have caused events to take place giving rise to this  
20 action as to which their marital community is fully liable. Defendants Michael J. Shelton  
21 and Jane Doe Shelton are the owners of Defendant Grand Canyon Ventures, LLC and  
22 were at all relevant times Plaintiff's employers as defined by the FLSA, 29 U.S.C. §  
23 203(d).  
24

25 19. Under the FLSA, Defendants Michael J. Shelton and Jane Doe Shelton are  
26 employers. The FLSA defines "employer" as any person who acts directly or indirectly  
27

1 in the interest of an employer in relation to an employee. Defendants Michael J. Shelton  
2 and Jane Doe Shelton are the owners of Defendant Grand Canyon Ventures, LLC. They  
3 had the authority to hire and fire employees, supervised and controlled work schedules or  
4 the conditions of employment, determined the rate and method of payment, and  
5 maintained employment records in connection with Plaintiff's employment with  
6 Defendants. As persons who acted in the interest of Defendants in relation to the  
7 company's employees, Michael J. Shelton and Jane Doe Shelton are subject to individual  
8 liability under the FLSA.  
9

10  
11 20. Plaintiff is further informed, believe, and therefore alleges that each of the  
12 Defendants herein gave consent to, ratified, and authorized the acts of all other  
13 Defendants, as alleged herein.

14  
15 21. Defendants, and each of them, are sued in both their individual and  
16 corporate capacities.

17  
18 22. Defendants are jointly and severally liable for the injuries and damages  
19 sustained by Plaintiff.

20  
21 23. At all relevant times, Plaintiff was an "employee" of Grand Canyon  
22 Ventures, LLC; Vincenzo Stalteri and Jane Doe Stalteri; Marco Stalteri and Jane Doe  
23 Staltero II; Thomas J. McMahan and Jane Doe McMahan; and Michael J. Shelton and  
24 Jane Doe Shelton as defined by the FLSA, 29 U.S.C. § 201, *et seq.*

25  
26 24. The provisions set forth in the FLSA, 29 U.S.C. § 201, *et seq.*, apply to  
27 Grand Canyon Ventures, LLC; Vincenzo Stalteri and Jane Doe Stalteri; Marco Stalteri

1 and Jane Doe Staltero II; Thomas J. McMahan and Jane Doe McMahan; and Michael J.  
2 Shelton and Jane Doe Shelton.

3 25. At all relevant times, Grand Canyon Ventures, LLC; Vincenzo Stalteri and  
4 Jane Doe Stalteri; Marco Stalteri and Jane Doe Staltero II; Thomas J. McMahan and Jane  
5 Doe McMahan; and Michael J. Shelton and Jane Doe Shelton were and continue to be  
6 “employers” as defined by FLSA, 29 U.S.C. § 201, *et seq.*

8 26. The provisions set forth in the A.R.S. Title 23, Articles 7 and 8 apply to  
9 Defendants.

11 27. At all relevant times, Plaintiff was an “employee” of Defendants as defined  
12 by the Arizona A.R.S. § 23-350, *et seq.*

13 28. At all relevant times, Defendants were and continue to be “employers” as  
14 defined by A.R.S. § 23-350.

15 29. At all relevant times, Plaintiffs were “employees” of Defendants as defined  
16 by A.R.S. § 23-362.

18 30. At all relevant times, Defendants were and continue to be “employers” as  
19 defined by A.R.S. § 23-362.

21 31. Defendants individually and/or through an enterprise or agent, directed and  
22 exercised control over Plaintiff’s work and wages at all relevant times.

23 32. Plaintiff, in her work for Defendants, were employed by an enterprise  
24 engaged in commerce that had annual gross sales of at least \$500,000.

25 33. At all relevant times, all Defendants were joint employers of Plaintiff.  
26  
27





1           43. Defendants' time records for Plaintiff indicate that Plaintiff worked at least  
2 60 hours for Defendants during her employment.

3           44. Defendants' time records for Plaintiff also indicate that she worked at least  
4 60 hours for Defendants over the course of nine shifts.

5           45. Defendants' time records for Plaintiff are also indecipherable such that they  
6 indicate that Plaintiff worked more hours during at least two of her nine shifts than are  
7 otherwise indicated in the time records.  
8

9           46. On or about December 9, 2019, Defendants terminated Plaintiff's  
10 employment with Defendants.  
11

12           47. Shortly thereafter, Defendants delivered a check to Plaintiff for the gross  
13 amount of \$551.65 (net amount \$468.45), which indicated payment for 50 hours, nine  
14 minutes at a rate of \$11 per hour, despite Plaintiff having worked approximately between  
15 70 and 80 hours for Defendants at an otherwise determined rate of \$12.50 per hour.  
16

17           48. On approximately December 15, 2019, Plaintiff attempted to deposit the  
18 check into her bank account.

19           49. On or about December 15, 2019, Plaintiff received a notification from her  
20 bank of non-sufficient funds relative to the check. Thereafter, the amount of \$468.45 was  
21 deducted from Plaintiff's bank account.  
22

23           50. In summary, despite having worked approximately between 70 and 80  
24 hours at an hourly rate of \$12.50 for Defendants, Defendants sent Plaintiff a check for 51  
25 hours, nine minutes at an hourly rate of \$11 that bounced upon being deposited into her  
26  
27

1 account. As a result, Defendants paid no wage whatsoever to Plaintiff during the entire  
2 duration of her employment.

3 51. As a result of not having paid any wage whatsoever to Plaintiff during her  
4 employment with Defendants, Defendants failed to pay the applicable federal and state  
5 minimum wage to Plaintiff.  
6

7 52. During Plaintiff's employment Defendants did not record all of the time  
8 that Plaintiff worked. As such, Defendants' records of Plaintiff's time worked understate  
9 the amount of time each workweek that Defendants suffered or permitted Plaintiff to  
10 work.  
11

12 53. As a result of Defendants' willful failure to compensate Plaintiff any wage  
13 whatsoever for such hours worked, Defendants have violated 29 U.S.C. § 206(a).  
14

15 54. As a result of Defendants' willful failure to compensate Plaintiff any wage  
16 whatsoever for such hours worked, Defendants have violated the AMWA, A.R.S. § 23-  
17 363.  
18

19 55. As a result of Defendants' willful failure to compensate Plaintiff any wage  
20 whatsoever for such hours worked, Defendants have violated the AWA, A.R.S., § 23-  
21 351.  
22

23 56. Defendants have and continue to violate the FLSA by not paying Plaintiff  
24 the full applicable minimum wage for all hours worked during her regular workweeks.

25 57. Defendants have and continue to violate the AMWA by not paying Plaintiff  
26 the full applicable minimum wage for all hours worked during her regular workweeks.  
27

1           58. Defendants have and continue to violate the AWA by not paying Plaintiff  
2 any wage whatsoever for all hours worked during her regular workweeks.

3           59. Plaintiff is a covered employee within the meaning of the FLSA.

4           60. Plaintiff is a covered employee within the meaning of the AMWA.

5           61. Plaintiff is a covered employee within the meaning of the AWA.

6           62. Plaintiff was a non-exempt employee.

7           63. Defendants refused and/or failed to properly disclose to or apprise Plaintiff  
8 of her rights under the FLSA.

9  
10           64. Defendants individually and/or through an enterprise or agent, directed and  
11 exercised control over Plaintiff's work and wages at all relevant times.

12  
13           65. Due to Defendants' illegal wage practices, Plaintiff is entitled to recover  
14 from Defendants compensation for unpaid wages, an additional amount equal amount as  
15 liquidated damages, interest, and reasonable attorney's fees and costs of this action under  
16 29 U.S.C. § 216(b).

17  
18           66. Due to Defendants' illegal wage practices, Plaintiff is entitled to recover  
19 from Defendants compensation for unpaid wages, an additional amount equal to twice the  
20 unpaid wages as liquidated damages, interest, and reasonable attorney's fees and costs of  
21 this action under A.R.S § 23-363.

22  
23           67. Due to Defendants' illegal wage practices, Plaintiff is entitled to recover  
24 from Defendants compensation for unpaid wages, an additional amount equal to twice the  
25 unpaid wages as liquidated damages, and interest under A.R.S § 23-355.

26  
27           **COUNT ONE: FAIR LABOR STANDARDS ACT**

**FAILURE TO PAY MINIMUM WAGE**

68. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

69. Defendants willfully failed or refused to pay Plaintiff any wages whatsoever for any of the hours that Plaintiff worked for them.

70. Defendants' practice of willfully failing or refusing to pay Plaintiff at the required minimum wage rate violates the FLSA, 29 U.S.C. § 206(a).

71. Plaintiff is therefore entitled to compensation for the full applicable minimum wage at an hourly rate, to be proven at trial, plus an additional equal amount as liquidated damages, together with interest, reasonable attorney's fees, and costs.

**WHEREFORE**, Plaintiff, Brandee Jones, respectfully requests that this Court grant the following relief in Plaintiff's favor, and against Defendants:

- A. For the Court to declare and find that the Defendants committed one of more of the following acts:
  - i. Violated minimum wage provisions of the FLSA, 29 U.S.C. § 206(a), by failing to pay proper minimum wages;
  - ii. Willfully violated minimum wage provisions of the FLSA, 29 U.S.C. § 206(a) by willfully failing to pay proper minimum wages;
- B. For the Court to award Plaintiff's unpaid minimum wage damages, to be determined at trial;
- C. For the Court to award compensatory damages, including liquidated damages pursuant to 29 U.S.C. § 216(b), to be determined at trial;

1 D. For the Court to award prejudgment and post-judgment interest;

2 E. For the Court to award Plaintiff reasonable attorneys' fees and costs of the  
3 action pursuant to 29 U.S.C. § 216(b) and all other causes of action set  
4 forth herein;

5 F. Such other relief as this Court shall deem just and proper.

6  
7 **COUNT TWO: ARIZONA MINIMUM WAGE ACT**  
8 **FAILURE TO PAY MINIMUM WAGE**

9 72. Plaintiff realleges and incorporates by reference all allegations in all  
10 preceding paragraphs.

11 73. Defendants willfully failed or refused to pay Plaintiff any wages  
12 whatsoever for any of the hours that Plaintiff worked for them.

13  
14 74. Defendants' practice of willfully failing or refusing to pay Plaintiff at the  
15 required minimum wage rate violates the AMWA, A.R.S. § 23-363.

16 75. Plaintiff is therefore entitled to compensation for the full applicable  
17 minimum wage at an hourly rate, to be proven at trial, plus an additional equal amount as  
18 liquidated damages, together with interest, reasonable attorney's fees, and costs.

19  
20 **WHEREFORE**, Plaintiff, Brandee Jones, respectfully requests that this Court  
21 grant the following relief in Plaintiff's favor, and against Defendants:

22 A. For the Court to declare and find that the Defendants committed one of  
23 more of the following acts:

24  
25 i. Violated minimum wage provisions of the AMWA, A.R.S. § 23-  
26 363, by failing to pay proper minimum wages;  
27

1                   ii.       Willfully violated minimum wage provisions of the AMWA, A.R.S.

2                               § 23-363 by willfully failing to pay proper minimum wages;

3           B.       For the Court to award Plaintiffs' unpaid minimum wage damages, to be  
4                   determined at trial;

5           C.       For the Court to award compensatory damages, including liquidated  
6                   damages pursuant to A.R.S. § 23-364, to be determined at trial;

7           D.       For the Court to award prejudgment and post-judgment interest;

8           E.       For the Court to award Plaintiffs a reasonable attorneys' fees and costs of  
9                   the action pursuant to A.R.S. § 23-364 and all other causes of action set  
10                  forth herein;

11           F.       Such other relief as this Court shall deem just and proper.

12                               **COUNT THREE: ARIZONA WAGE ACT**  
13                               **FAILURE TO PAY WAGES OWED**

14                   76.       Plaintiff realleges and incorporates by reference all allegations in all  
15                   preceding paragraphs.

16                   77.       Defendants willfully failed or refused to pay Plaintiff any wages  
17                   whatsoever for any of the hours that Plaintiff worked for them.

18                   78.       Defendants' practice of willfully failing to pay Plaintiffs wages for labor  
19                   performed violates the AWA, A.R.S. § 23-351.

20                   79.       Plaintiff is therefore entitled to compensation for the full applicable  
21                   minimum wage at an hourly rate, to be proven at trial, plus an additional equal amount as  
22                   liquidated damages, together with interest, costs, and reasonable attorney fees.  
23                     
24                     
25                     
26                     
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1           **WHEREFORE**, Plaintiff, Brandee Jones, individually, respectfully requests that  
2 this Court grant the following relief in Plaintiff's favor, and against Defendants:

- 3           A.     For the Court to declare and find that the Defendants violated A.R.S. Title  
4                 23, Chapter 2, by failing to pay wages owed to Plaintiff;  
5  
6           B.     For the Court to award compensatory damages, including treble the amount  
7                 of wages owed to Plaintiffs, pursuant to A.R.S. § 23-355, to be determined  
8                 at trial;  
9  
10          C.     For the Court to award prejudgment and post-judgment interest;  
11  
12          D.     For the Court to award Plaintiffs a reasonable attorneys' fees and costs of  
13                 the action;  
14  
15          E.     Such other relief as this Court shall deem just and proper.

16                                 **JURY TRIAL DEMAND**

17           Plaintiff hereby demands a trial by jury on all issues so triable.

18           RESPECTFULLY SUBMITTED this 30<sup>th</sup> Day of December, 2019.

19                                 BENDAU & BENDAU PLLC

20   By: /s/ Clifford P. Bendau, II  
21   Clifford P. Bendau, II  
22   Christopher J. Bendau  
23   Attorneys for Plaintiff  
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26  
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